CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and **Southwest Water Works, LLC** hereinafter designated as the CONTRACTOR, effective the date last executed below,

WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

PROJECT WA0389
ROYAL OAKS WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the Bids submitted and has determined and declared the above-named CONTRACTOR to be the best Bidder on the above-prepared project, and has duly awarded said Bid to said CONTRACTOR, for the sum named in the proposal, to wit:

One million eight hundred eighty-three thousand eight hundred ninety-five Dollars ($1,883,895.00)

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and said CONTRACT Documents, per the Table of Contents, including, but not limited to:

- the Invitation to Bid published in the Norman Transcript
- Notice to Bidders
- the Instructions to Bidders;
- the CONTRACTOR'S Bid or Proposal;
- the Bonds thereto;
- Multiple affidavits
- the Conditions of the Contract
- the Technical Specifications and Construction Drawings

all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

ADDITIONS: **Addendum No. 1**
Addendum No. 2
EXCEPTIONS: **None**

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the last day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

3) The CONTRACTOR shall commence said work within ten (10) calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within Two hundred (200) consecutive calendar days calendar days following receipt of NOTICE-TO-PROCEED.

4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay AUTHORITY five hundred dollars ($500.00) for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.

5) The AUTHORITY shall pay the CONTRACTOR for the work performed as follows:
   a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
   b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise at to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.

6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.

7) The CONTRACTOR shall not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same

9) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of a Change Order.

10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.

11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

12) If CONTRACTOR has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, CONTRACTOR hereby represents, warrants, and covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The following statement must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)

COUNTY OF Oklahoma)

I certify that I am the duly authorized agent of Southwest Water Works, LLC, CONTRACTOR.

I further certify that neither the CONTRACTOR nor the anyone subject to the his/her direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the AUTHORITY, any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Southwest Water Works, LLC
(Bidder Company Name)

By: _____

Paul matthews - managing member
(printed/typed name and title)

Subscribed and sworn to before me this 28th day of October, 2026

_____
Notary Public (or Clerk or Judge)

My Commission Expires: 8.29.30

(SEAL)

JENNIFER EHRHART
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 06008522 Expires 08/29/30

IN WITNESS WHEREOF, AUTHORITY and CONTRACTOR have executed this AGREEMENT;

DATED this 28th day of October, 2026.

Southwest Water Works, LLC
PRINCIPAL

ATTEST

Signed:

Corporate Secretary (where applicable)

Authorized Representative

Paul Matthews
Name and Title managing member

(Corporate Seal) (where applicable)

SOUTHWEST WATER WORKS, L.L.C. LIMITED LIABILITY COMPANY SEAL OKLAHOMA

Address: 201 NW 132nd St.
Oklahoma City, OK 73114

Telephone: 405-463-5665

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20____.

AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of

_____, 20____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

SOUTWAT-01 AJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amanda Johnson	
Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	PHONE (A/C, No, Ext): (405) 418-8623	FAX (A/C, No):
	E-MAIL ADDRESS: ajohnson@rcins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Guarantee & Liability	26247
INSURED	INSURER B : ZURICH AMERICAN INS CO	16535
Southwest Water Works, LLC 201 NW 132nd St Oklahoma City, OK 73114	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			GLO325464300	2/21/2026	2/21/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP321785000	2/21/2026	2/21/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 6,000,000
	X EXCESS LIAB CLAIMS-MADE			SXS241528600	2/21/2026	2/21/2027	AGGREGATE	$ 6,000,000
	DED X RETENTION $ 10,000						Prods/Comp Ops	$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A		WC238647400	2/21/2026	2/21/2027	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: WA0389; Royal Oaks Waterline Replacement, Norman, Oklahoma

CERTIFICATE HOLDER

City of Norman, Norman Utilities Authority
PO Box 370
Norman, OK 73070

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Travis E. Brown

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Norman Utilities Authority
Project WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. K-2627-14
B-2627-17

PERFORMANCE BOND

Know all men by these presents that Southwest Water Works, LLC, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of One million eight hundred eighty-three thousand eight hundred ninety-five Dollars and zero cents ($1,883,895.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0389
ROYAL OAKS WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-16) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 30th day of October, 2026, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 30th day of October, 2026.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

Southwest Water Works LLC
PRINCIPAL

Signed:

Authorized Representative

Paul Matthews- Managing member
Name and Title

Address: 201 NW 132nd St.
OKC, OK 73114

Telephone: 405-463-5665

(Corporate Seal)

ATTEST

Callie Woodard
Corporate Secretary Callie Woodard

Fidelity and Deposit Company of Maryland
SURETY

Signed: Deborah L Raper

Authorized Representative

Deborah L. Raper, Attorney-in-Fact
Name and Title

Address: 9401 Cedar Lake Avenue, Oklahoma City, OK 73114

Telephone: 405-418-8600

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 30th day of October,
20 26, by Paul Matthews - managing member of Southwest Water Works, LLC
Name and Title Contractor
a LLC corporation, on behalf of the corporation.

JENNIFER EBERHART
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 06008522 Expires 08/29/30

WITNESS my hand and seal this 30th day of October 20 26.

Notary Public

My Commission Expires: 8.29.30

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 _____.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20_____.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of

_____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

Norman Utilities Authority
Project WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. K-2627-14
B- 2627-18

STATUTORY BOND

Know all men by these presents that Southwest Water Works, LLC, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of One million eight hundred eighty-three thousand eight hundred ninety-five Dollars and zero cents ($1,883,895.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

PROJECT WA0389
ROYAL OAKS WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-16) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 30th day of October, 20 26, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 30th day of October, 20 26.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

Southwest Water Works LLC
PRINCIPAL

Signed:

Authorized Representative

Paul Matthews- Managing Member
Name and Title

Address: 201 NW 132nd St.
OKC, OK 73114

Telephone: 405-463-5665

(Corporate Seal)

ATTEST

Callie Woodard
Corporate Secretary

Callie Woodard

Fidelity and Deposit Company of Maryland
SURETY

Signed: Deborah L Raper

Authorized Representative

Deborah L. Raper, Attorney-in-Fact
Name and Title

Address: 9401 Cedar Lake Avenue, Oklahoma City, OK 7114

Telephone: 405-418-8600

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 30th day of October,
20 26, by Paul Matthews. Managing Member of Southwest Water Works, LLC
Name and Title
a LLC corporation, on behalf of the corporation.

JENNIFER EBERHART
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 06008522 Expires 08/29/30

WITNESS my hand and seal this 30th day of October 20 26.

Jennifer Eberhart
Notary Public

My Commission Expires: 8.29.30.

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20_____.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

Norman Utilities Authority
Project WA0389
Royal Oaks Waterline Replacement

Contract K-2627-16
Bid No. 2627-14
MB-2627-09

MAINTENANCE BOND

Know all men by these presents that Southwest Water Works, LLC, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of One million eight hundred eighty-three thousand eight hundred ninety-five Dollars and zero cents ($1,883,895.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:

PROJECT WA0389
ROYAL OAKS WATERLINE REPLACEMENT
NORMAN, OKLAHOMA

has entered into a written CONTRACT (K-2627-16) with the AUTHORITY, dated _____ to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

WHEREAS, under the ordinances of the AUTHORITY, the PRINCIPAL is required to furnish to the AUTHORITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 30th day of October, 2026, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 30th day of October, 2026.

(Corporate Seal) (where applicable)
ATTEST

Corporate Secretary (where applicable)

Southwest Water Works LLC
PRINCIPAL

Signed:

Authorized Representative

Paul Matthews
Name and Title managing member

Address: 201 NW 132nd St.
OKC, OK 73114

Telephone: 405-463-5665

(Corporate Seal)

ATTEST

Callie Woodard
Corporate Secretary Callie Woodard

Fidelity and Deposit Company of Maryland
SURETY

Signed: Deborah L Raper

Authorized Representative

Deborah L. Raper, Attorney-in-Fact
Name and Title

Address: 9401 Cedar Lake Avenue, Oklahoma City, OK 7114

Telephone: 405-418-8600

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 30th day of October,
20 26, by Paul Matthews of Southwest Water Works, LLC
Name and Title managing member
a LLC corporation, on behalf of the corporation.

NOTARY SEAL PUBLIC
JENNIFER EBERHART
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 06008522 Expires 08/29/30

WITNESS my hand and seal this 30th day of October 20 26.

Notary Public

My Commission Expires: 8.29.30

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 _____.

_____
Notary Public

My Commission Expires: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
)§
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 28th day of October,
20 26, by Paul Matthews- managing member of Southwest Water Works, LLC
Name and Title
a Limited Liability Company ~~corporation,~~ on behalf of the ~~corporation~~ LLC.

WITNESS my hand and seal this 28th day of October 20 26.

Notary Public

My Commission Expires: 8.29.30

JENNIFER EBERHART
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 06008522 Expires 08/29/30

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20 _____, by _____ an individual.
Name and Title

WITNESS my hand and seal this ____ day of _____ 20 _____.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

20 _____, by _____ partner (or agent) on behalf of
Name and Title

_____, a partnership.

WITNESS my hand and seal this ____ day of _____20 _____.

_____
Notary Public

My Commission Expires: _____

NORMAN UTILITIES AUTHORITY

APPROVED as to form and legality this _____ day of _____, 20_____.

_____
AUTHORITY Attorney

Approved by the Trustees of the NORMAN UTILITIES AUTHORITY this _____ day of _____, 20_____.

NORMAN UTILITIES AUTHORITY

ATTEST

By: _____ _____

Title: Chairman Secretary

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clayton HOWELL, Callie WOODARD, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR, Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN, Michael L. SWIFT of Tulsa, Oklahoma,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of August, A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 18th day of August, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790